

Terms and Conditions for Service and Installation by Aumund Group Field Service GmbH

I. Range of application and scope of service

1. These Terms and Conditions for Service and Installation apply to all contracts between Aumund Group Field Service GmbH (hereinafter called AFS) and its customers, unless otherwise expressly agreed in writing.
2. Any terms and conditions of customers that deviate from or conflict with these AFS Terms and Conditions shall not apply unless AFS expressly agrees to them in writing.
3. The contractual scope of service is defined by the purchase order confirmed in writing by AFS, or by a written contract.

II. Prices and invoicing

1. Unless otherwise agreed in writing, AFS invoices all jobs on the basis of time spent, according to the hourly rates and ancillary costs detailed in **APPENDIX 1**, including for waiting, illness and stoppage times. In addition, lump sums for meal allowances are invoiced according to **APPENDIX 1**.
2. Changes to wage, salary or exchange rates which occur between contract signing and service implementation give AFS the right to adjust its prices.
3. Time sheets kept in writing by AFS personnel are the basis of invoicing. Chargeable waiting and stoppage times are also detailed on the time sheets as well as any complications which may have been encountered on site. Time sheets are issued in duplicate, one of which remains with the customer for the purpose of subsequent invoice verification once the customer's signature has been obtained.
4. If the customer does not confirm the time sheets within 3 working days after presentation they are deemed to be approved. Should the customer have objections to any content of the time sheets, and if it has not been possible to reach an amicable agreement on site, these objections are to be provided to AFS in detail and in writing within 3 working days from receipt of the time sheets.
5. Invoices are payable in full within 14 days of invoice date. Partial invoicing is possible. Payment may only be withheld in the case of undisputed or legally established counterclaims.
6. Taxes and other duties abroad are borne by the customer, and the customer is responsible for any necessary formalities with the relevant authorities.
7. Payment terms for supplies and special services
 - a. Payment for supplies and special services is due in full on receipt of invoice.
 - b. Partial payments can be agreed and will be detailed accordingly.
 - c. AFS retains ownership of goods supplied until full payment has been received.

III. Travel, transport and accommodation costs

1. Travel costs and ancillary costs for deployed personnel, such as for visas, transport, telecommunications, authorisations etc., are invoiced to the customer according to **APPENDIX 1** with an additional handling fee of 15%. AFS usually invoices these costs together with the invoice for the services carried out.
2. Unless otherwise agreed, the customer is responsible for providing daily transport for AFS personnel to and from the job site. If after consultation with the customer other modes of transport are used, the customer will reimburse the costs against receipts, or if a personal vehicle is used, reimbursement is as detailed in **APPENDIX 1**.
3. Unless otherwise expressly agreed in writing the customer organises accommodation for AFS personnel and bears the costs thereof. This accommodation should be at a hotel of a standard equivalent to European mid-range (at least 3*), i.e. single room with shower or bath, WC, air conditioning and/or heating (depending on the climate), meal options and free internet access for the staff member. Otherwise AFS has the right to accommodate its staff member elsewhere and to invoice the customer for the costs of the accommodation according to the above mentioned standard.

IV. Technical assistance by AFS – customer's duty to contribute

1. If AFS has been contracted by a customer with supportive technical assistance for installation and/or commissioning work on machinery and/or equipment, shall assume the following tasks and obligations at its own expense, unless otherwise agreed in writing:
 - a. Provision of the required number of necessary and appropriately trained assistance personnel and specialists until the work has been completed. The qualifications of specialists such as bricklayers, fitters, electricians, electronics technicians etc. must comply with the nature and extent of the work to be carried out. AFS accepts no liability for the activities of these support persons and specialists unless it is proven that damage has occurred directly as a result of an instruction given by AFS personnel.
 - b. Carrying out all installation, earthworks, construction, bedding, commissioning and scaffolding work, implementing safety measures, procurement of the necessary building materials, and preparation of the building site. Provision of materials and performance of all other actions which are necessary for installation and commissioning, as well as provision of the necessary measuring tools and equipment insofar as these are not included in the standard kit of the AFS staff member.
 - c. Provision of heating, operating power, water, electrical energy, compressed air, and lighting for the workstations, along with the connections required to carry out the services, e.g. internet, in the immediate vicinity of the job site as well as the customer's workshop.
 - d. Provision of appropriate lockable and if necessary air-conditioned break rooms and work rooms, with heating, lighting, washroom and sanitary facilities, both for AFS personnel and for the assistance personnel and specialists provided by the customer. Provision of suitable rooms for storage of tools, and availability of appropriately secured storage areas with firm foundations in the immediate vicinity of the job site for parts and materials.

FIELD SERVICE

AUMUNDGROUP

- e. Transportation to the job site of the parts to be installed or repaired, and any other parts or items necessary for carrying out the service. Protection of the job site and materials from harmful effects of any kind. Securing of excavation pits and openings according to accident prevention regulations applicable at the site.
 - f. Obtaining burning and welding permits for deployed personnel, and having continual precautions in place for protection and firefighting when work is carried out in areas at risk of fire and explosion as well as any required airing and ventilation.
 - g. Unchangeable setting of axes and heights before work begins.
2. The customer is responsible for all assistance personnel and specialists required for the service to be carried out. AFS personnel are not entitled to issue instructions either to the direct customer's personnel or to the end user's personnel, nor are AFS personnel responsible for services carried out by the customer or the end user. The AFS technical support team is allowed to provide technical advice or make recommendations only.
 3. In giving advice AFS will ensure adherence to national and local occupational safety and environmental protection regulations as well as to the end user's rules. To this end the customer must provide to AFS in writing, and in good time before the work begins, all applicable safety and environmental regulations as well as all information in connection with the location, the company and the plant which it will require in order to carry out its work. This applies especially to the end user's rules e.g. its internal plant regulations.
 4. AFS is obliged to obtain its own information regarding travel and working conditions related to the specific country, and to inform the customer of any particularities which could have an influence on the execution of the purchase order.
 5. The customer is obliged at its own cost to make any special provisions necessary for the protection of persons and objects at the implementation site. It must give instruction to the personnel carrying out the scope of work on the general and specific safety regulations and any relevant behaviours in order to remain safe in the locality and must document this briefing.
 6. If the customer does not fulfil its above mentioned obligations in good time, AFS shall notify the customer of an extended time limit in which to do this. If the obligations have still not been fulfilled, AFS has the right, but no obligation, to carry out the obligations of the customer in its place and at customer's cost. All other rights and claims of AFS arising from such breaches of duty remain unaffected.
 7. The sole obligation of AFS is to carry out professionally the advisory services which are the object of the contract. AFS does not guarantee against defects in installation work carried out by the customer or by third parties.
 8. AFS is only liable for damages which result from its culpably incorrect information, incorrect advice or failure to issue warnings
 9. The customer remains solely responsible for the installation work and the results thereof.

V. Assembly and installation work by AFS - customer's duty to contribute

1. If AFS has been contracted by a customer to provide assembly and / or installation services, the customer shall – unless otherwise agreed in writing – undertake the following tasks and obligations at its own expense:
 - a. Provision of the required jigs and heavy tools, (e.g. lifting gear, compressors, welding and burning devices), the required assembly devices and auxiliary structures (these must be operationally safe and comply with accident prevention regulations applicable at site, and they are to be maintained and if necessary replaced by the customer), and the required materials (e.g. scaffolding timbers, wedges, supports, cement, plaster and sealing material, lubricants, fuel, ropes, winches etc.)
 - b. Cleaning of the work area before the repair, assembly and other work, in advance of the arrival of AFS personnel on site.
2. If the customer or third parties interfere with workflows without the express prior written agreement of AFS, AFS is discharged of any liability for consequences which result from such interference.
3. If the customer does not fulfil its above mentioned obligations in good time, AFS shall notify the customer of an extended time limit in which to do this. If the obligations have still not been fulfilled, AFS has the right, but no obligation, to carry out the obligations of the customer in its place and at customer's cost. All other rights and claims of AFS arising from such breaches of duty remain unaffected.
4. Assembly tools which are carried by AFS personnel or sent by AFS to the assembly site remain the property of AFS. The costs for transportation to and from site are to be borne by the customer.
5. If the customer incurs damage as a result of delay by AFS it has the right to demand a lump sum as compensation for delay, further claims excluded. This compensation sum is calculated, after one week's grace period, at 0.5% for every full week of delay up to a maximum of 5% of the price of that part of the services to be provided by AFS which as a result of the delay cannot be used in time.

VI. Acceptance

1. The customer is obliged to accept the work performed immediately upon completion. If acceptance has not taken place within 7 days after notice of completion, the work is deemed to be accepted.
2. Minor defects do not entitle the customer to refuse acceptance.

VII. Liability

1. AFS shall be liable without limitation in cases of intent, gross negligence, injury to life, limb or health, and under the applicable Product Liability Act.
2. In cases of simple negligence AFS shall only be liable in the event of a breach of substantial contractual obligations, limited to the foreseeable damage typical for this type of contract.
3. In addition, liability is excluded for indirect damages and consequential damages such as downtime and loss of production.

VIII. Statute of limitations

1. Defects must be reported in writing without delay.
2. AFS is obliged to remedy the defect. AFS is not obliged to remedy a defect which is insignificant for the interests of the customer or is due to circumstances for which the customer is responsible.
3. Claims by the customer shall become time-barred within 12 months of acceptance. If the customer does not carry out acceptance after being invited to do so by AFS, the 12 months limited period for claims starts 7 days after the date of invitation to accept.
4. Claims under VII. are subject to the time limits defined by law.

IX. Force majeure

1. Events which are beyond the control of the contract parties (e.g. natural disasters, war, official decrees, labour disputes) release them from their obligations to perform the contractual work for the duration of the disruption.
2. If the disruption lasts more than six months each party has the right to demand a modification of the contract. If an amicable settlement cannot be reached within one month, either party can terminate the contract.

X. Privacy policy

AFS processes the customer's personal data in strict adherence to the GDPR (the EU General Data Protection Regulation) and the BDSG (Germany's Federal Data Protection Act).

XI. Final provisions

1. Modifications and addenda to the contract must be made in writing.
2. Should a single provision of these General Terms and Conditions become invalid, the validity of the remaining provisions shall remain unaffected.
3. German law shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German conflict-of-laws rules (IPR).
4. Place of jurisdiction is the registered address of AFS. AFS can also sue the customer at the customer's place of business.